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8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA**

10 GERHARD B. BECKMANN d/b/a
BECKMANN ENGINEERING,

11 Plaintiff,

12 v.

13 SYNERTECH P/M, INC.,
14 KITTYHAWK, INC., CHARLES J.
BARRE, VICTOR SAMAROV,
15 IGOR TROITSKI, DMITRY
SELIVERSTOV, EVGENY
16 KHOMYAKOV and ROY
MORRELL,

17 Defendants.

Case No. SACV 11-01421-JGB-(RNBx)

~~[REVISED PROPOSED]~~
STIPULATED
PROTECTIVE ORDER

DISCOVERY MATTER
[Magistrate Judge Robert N. Block]

18
19 **1. PURPOSES AND LIMITATIONS**

20 The Court, having considered the Stipulation for Entry of Protect Order filed
21 by the parties, finds:

22 1.1. That documents or information containing or consisting of confidential
23 proprietary and business information and/or trade secrets (“Confidential
24 Information”) that bear significantly on the parties’ claims or defenses will likely be
25 disclosed or produced during the course of discovery in this litigation;

26 1.2. That public dissemination and disclosure of a party’s Confidential
27 Information could injure or damage the party disclosing or producing the
28 Confidential Information and could place that party at a competitive disadvantage;

1 1.3. That the issuance of a protective order would protect the respective
 2 interests of the parties and facilitate the process of disclosure and discovery in this
 3 case; and

4 1.4. That the [Proposed] Stipulated Protective Order agreed to by the parties
 5 in this matter is in conformity with Local Rule 79-5.

6 Based upon the foregoing the Court further finds that good cause exists for
 7 the entry of the within following Stipulated Protective Order (“Order”).

8 This Order is intended to apply to information which qualifies as
 9 Confidential Information or Items, as defined below. It is not intended to confer
 10 blanket protections on all disclosures or responses to discovery. As set forth in
 11 Section 10, below, this Order creates no entitlement to file confidential information
 12 under seal. Civil Local Rule 79-5 sets forth the procedures that must be followed
 13 and reflects the standards that will be applied when a party seeks permission from
 14 the Court to file material under seal.

15 **2. DEFINITIONS**

16 2.1. Party: any party to this action, including all of its officers, directors and
 17 employees.

18 2.2. Disclosure or Discovery Material: all items or information, regardless of
 19 the medium or manner generated, stored, or maintained (including, among other
 20 things, testimony, transcripts, or tangible things) that are produced or generated in
 21 disclosures or responses to discovery in this matter.

22 2.3. Confidential Information or Items: information (regardless of how
 23 generated, stored or maintained) or tangible things used by a Designating Party in,
 24 or pertaining to, its business, which are not generally known and which that party
 25 would normally not disclose to third parties or, if disclosed, would require such
 26 third parties to maintain in confidence, including (i) information that has not been
 27 made public and that constitutes, reflects or discloses a “trade secret” as that term is
 28 defined in California Civil Code section 3426.1, (ii) other confidential research,

1 development, or commercial information within the scope of Rule 26(c)(1)(G) of
 2 the Federal Rules of Civil Procedure, and (iii) information that is protected by a
 3 right of privacy under federal or state law or any other applicable privilege or right
 4 related to confidentiality or privacy.

5 2.4. Highly Confidential Information or Items: extremely sensitive
 6 Confidential Information or Items which (i) a Producing Party in good faith
 7 believes to be of an extremely high degree of commercial sensitivity whose
 8 disclosure to another Party in this case or a non-party would create a substantial risk
 9 of serious injury that could not be avoided by less restrictive means and/or would
 10 provide a competitive advantage to another Party if disclosed, and/or (ii) a
 11 Producing Party is under a duty to preserve as confidential under an agreement
 12 with, or other obligation to, another person.

13 2.5. Receiving Party: a Party that receives Disclosure or Discovery Material
 14 from a Producing Party.

15 2.6. Producing Party: a Party or non-party that produces Disclosure or
 16 Discovery Material in this action.

17 2.7. Designating Party: a Party or non-party that designates information or
 18 items that it produces in disclosures or in responses to discovery as "Confidential"
 19 or "Highly Confidential."

20 2.8. Protected Material: any Disclosure or Discovery Material that is
 21 designated as "Confidential" or as "Highly Confidential." Protected Materials,
 22 without limitation, shall **NOT** include: (a) publicly disseminated advertising
 23 materials; (b) materials that have been published to the general public; or (c)
 24 documents that have been submitted to any governmental entity without request for
 25 confidential treatment or that otherwise do not qualify for confidential treatment
 26 under applicable governmental laws or regulations.

1 2.9. Outside Counsel: attorneys, along with their paralegals and other support
 2 personnel, who are not employees of a Party but who are retained to represent or
 3 advise a Party and who have entered an appearance in this action.

4 2.10. Expert: a person with specialized knowledge or experience in a matter
 5 pertinent to the litigation, along with his or her employees and support personnel,
 6 who has been retained by a Party or its Outside Counsel to serve as an expert
 7 witness or as a consultant in this action, and who is not a past or a current employee
 8 of a Party or of a competitor of a Party and who, at the time of retention, is not
 9 anticipated to become an employee of a Party or a competitor of a Party. This
 10 definition includes a professional jury or trial consultant retained in connection with
 11 this litigation.

12 2.11. Professional Vendors: persons or entities that provide litigation support
 13 services (e.g., photocopying; videotaping; translating; preparing exhibits or
 14 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)
 15 and their employees and subcontractors.

16 **3. SCOPE**

17 The protections conferred by this Stipulated Protective Order cover not only
 18 Protected Material (as defined above), but also any information copied or extracted
 19 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus
 20 testimony or conversations by Parties or Outside Counsel that might reveal
 21 Protected Material. However, this Order shall not be construed to cause any
 22 Outside Counsel to produce, return, and/or destroy their attorney work product, or
 23 the work product of their co-counsel.

24 **4. DURATION**

25 The confidentiality obligations imposed by this Order shall remain in effect
 26 until the Designating Party agrees otherwise in writing or a court orders otherwise.

27 **5. DESIGNATING PROTECTED MATERIAL**

1 5.1. Exercise of Restraint and Care in Designating Material for Protection.

2 Each Party or non-party that designates information or items for protection under
3 this Order must take care to limit any such designation to specific material that
4 qualifies under the appropriate standards and avoid indiscriminate designations.

5 If it comes to a Party's or a non-party's attention that information or items
6 that it designated for protection do not qualify for protection at all, or do not qualify
7 for the level of protection initially asserted, that Party or non-party must promptly
8 notify all other parties that it is withdrawing the mistaken designation.

9 5.2. Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., Paragraph 5.2(b), below), or as otherwise stipulated or ordered,
11 material that qualifies for protection under this Order must be clearly so designated
12 before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (apart from transcripts of
15 depositions), that the Producing Party affix the legend "CONFIDENTIAL" or
16 "HIGHLY CONFIDENTIAL" (or some comparable designation such as
17 "CONFIDENTIAL – ATTORNEYS' EYES ONLY") on the face of each page that
18 contains protected material. If only a portion or portions of the material on a page
19 qualify for protection, the Producing Party also must clearly identify the protected
20 portion(s) (e.g., by making appropriate markings in the margins) and must specify,
21 for each portion, the level of protection being asserted (either "CONFIDENTIAL"
22 or "HIGHLY CONFIDENTIAL").

23 (b) for testimony given in deposition, that a Party or non-party that sponsors,
24 offers, gives, or elicits the testimony make an appropriate statement on the record at
25 the time the testimony is given that the testimony is designated as
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL", whereupon the reporter
27 shall separately bind the designated portions and make mark the original and all
28 copies of those portions of the transcript with an appropriate designation. If a party

1 fails to designate any portion of a deposition as "CONFIDENTIAL" or "HIGHLY
 2 CONFIDENTIAL" at the time the deposition is taken, that party may, within ten
 3 (10) days following receipt of the deposition transcript, designate all or any portion
 4 of the transcript as Protected Material by notifying all other parties in writing of the
 5 portions of the transcript to be so designated. Upon receipt of such designation, the
 6 party or parties receiving the written notice shall treat the deposition testimony per
 7 the designation under this Stipulated Protective Order. Any use of the testimony or
 8 submission of such testimony to the Court prior to the late designation need not be
 9 retracted. Nothing in this paragraph shall prevent the Receiving Party from
 10 objecting to the designation, following the procedures and burdens of proof
 11 otherwise set forth herein for objecting to confidentiality designations.

12 (c) for information produced in some form other than documentary, and for
 13 tangible items, that the Producing Party affix in a prominent place on the exterior of
 14 the container or containers in which the information or item is stored the legend
 15 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." If only portions of the
 16 information or item warrant protection, the Producing Party, to the extent
 17 practicable, shall identify the protected portions, specifying whether they qualify as
 18 "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL."

19 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
 20 failure to designate qualified information or items as "CONFIDENTIAL" or
 21 "HIGHLY CONFIDENTIAL" does not, standing alone, waive the Designating
 22 Party's right to secure protection under this Order for such material. If material is
 23 re-designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" after the
 24 material was initially produced, the Receiving Party, on timely notification of the
 25 designation, must make reasonable efforts to assure that the material is treated in
 26 accordance with the provisions of this Order.

27 5.4. Increasing the Designation of Information or Items Produced by Other
 28 Parties or Non-Parties. Subject to the standards of Paragraph 5.1, a Party may

1 increase the designation (i.e., change any Disclosure or Discovery Material
 2 produced without a designation to a designation of "CONFIDENTIAL" or
 3 "HIGHLY CONFIDENTIAL") of any Discovery Material produced by any other
 4 Party or non-Party, provided that said Discovery Material contains the upward
 5 Designating Party's own "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"
 6 information. Any such increase in the designation of a document shall be made
 7 within thirty (30) days of the date of its production, unless good cause is shown for
 8 a later increase in the designation.

9 Increasing a designation shall be accomplished by providing written notice to
 10 all Parties identifying (by Bates number or other individually identifiable
 11 information) the Disclosure or Discovery Material whose designation is to be
 12 increased. Promptly after providing such notice, the upward Designating Party
 13 shall provide re-labeled copies of the material to each Receiving Party reflecting the
 14 change in designation. The Receiving Party will replace the incorrectly designated
 15 material with the newly designated materials and will destroy the incorrectly
 16 designated materials. Any Party may object to the increased designation of
 17 Disclosure or Discovery Materials pursuant to the procedures set forth in Section 6
 18 regarding challenging designations. The upward Designating Party shall bear the
 19 burden of establishing the basis for the increased designation.

20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1. Timing of Challenges. Unless a prompt challenge to a Designating
 22 Party's confidentiality designation is necessary to avoid foreseeable substantial
 23 unfairness, unnecessary economic burdens, or a later significant disruption or delay
 24 of the litigation, a Party does not waive its right to challenge a confidentiality
 25 designation by electing not to mount a challenge promptly after the original
 26 designation is disclosed.

27 6.2. Meet and Confer. A Party that elects to initiate a challenge to a
 28 Designating Party's confidentiality designation must do so in good faith and must

1 begin the process by notifying the Designating Party in writing, by telephone or in
2 person of its challenge, identifying the challenged material, then conferring directly
3 in voice-to-voice dialogue (other forms of communications are not sufficient) with
4 counsel for the Designating Party. The Parties must meet and confer in good faith
5 as required by Local Rule 37-1. Each Party must explain the basis for its respective
6 position about the propriety of the challenged confidentiality designations. The
7 parties shall have seven (7) days from the initial notification of a challenge to
8 complete this meet and confer process. A Party may proceed to the next stage of
9 the challenge process by filing a motion for an order removing or changing a
10 confidentiality designation only if it has engaged in this meet and confer process
11 first.

12 6.3. Judicial Intervention. Any motion challenging a confidentiality
13 designation shall be made in strict compliance with Local Rules 37-1 and 37-2
14 (including the joint stipulation requirement). In any judicial proceeding challenging
15 a confidentiality designation, the burden of persuasion with respect to the propriety
16 of the confidentiality designation shall remain upon the Designating Party. If the
17 parties are not able to resolve a dispute about a confidentiality designation within
18 the time provided in Local Rule 37-1, the parties shall, within seven (7) days
19 thereafter, prepare and present to the Court a joint stipulation under Local Rule 37-
20 2 that identifies the challenged material and sets forth the respective positions of the
21 parties about the propriety of the challenged confidentiality designations. Until the
22 ruling on the dispute becomes final, all parties shall continue to afford the material
23 in question the level of protection to which it is entitled under the Designating
24 Party's designation.

25 In the event that the final ruling is that the challenged material is not
26 confidential or that its designation should be changed, the Designating Party shall,
27 at its own expense, re-produce copies of all materials with their designations
28 removed or changed in accordance with the ruling within thirty (30) days.

1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 7.1. Basic Principles. A Receiving Party may use Protected Material that is
3 disclosed or produced by a Producing Party only in connection with this action for
4 prosecuting, defending, or attempting to settle this action. Such Protected Material
5 may be disclosed only to the categories of persons and under the conditions
6 described in this Order. When the litigation has been terminated, a Receiving Party
7 must comply with the provisions of Section 11 below (FINAL DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order. For purposes of this Order, a secure website, or other
11 internet-based document depository with adequate security, shall be deemed a
12 secure location.

13 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
14 otherwise ordered by the Court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 "CONFIDENTIAL" only to:

17 (a) the Receiving Party, if the Receiving Party is an individual or, if not an
18 individual, no more than three current or former officers, directors, and employees
19 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
20 and who have signed the "Acknowledgement and Agreement to Be Bound by
21 Protective Order" attached to this Stipulated Protective Order as Exhibit A (the
22 "Acknowledgement");

23 (b) the Receiving Party's Outside Counsel, as well as employees of said
24 counsel to whom it is reasonably necessary to disclose the information for this
25 litigation;

26 (c) Experts (as that term is defined in this Order) with respect to whom
27 disclosure is reasonably necessary for this litigation and who have signed the
28 Acknowledgement;

1 (d) the Court and its personnel;

2 (e) court reporters, their staffs, and Professional Vendors to whom disclosure
3 is reasonably necessary for this litigation and who have signed the
4 Acknowledgement;

5 (f) for documents designated as Protected Material, all authors, addressees,
6 and clearly intended recipients of the document;

7 (g) witnesses or prospective witnesses in the action to whom disclosure is
8 reasonably necessary for the litigation and who have signed the Acknowledgement;
9 provided that, Confidential Information may be disclosed to a witness during their
10 deposition, but only if they have executed the Acknowledgement, which shall be
11 made an exhibit to the deposition transcript, or have agreed on the record to keep
12 the information confidential and not to use it for any purpose, or have been ordered
13 to do so; and

14 (h) any other persons to whom the Designating Party agrees in writing or on
15 the record, and any other person to whom the Court compels access to the
16 Confidential Information.

17 7.3. Disclosure of "HIGHLY CONFIDENTIAL" Information or Items.

18 Unless otherwise ordered by the Court or permitted in writing by the Designating
19 Party, a Receiving Party may disclose any information or item designated
20 "HIGHLY CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel, as well as employees of said
22 Counsel to whom it is reasonably necessary to disclose the information for this
23 litigation, except that Defendant Igor Troitski shall have access to "HIGHLY
24 CONFIDENTIAL" Information or Items for so long as he does not have Outside
25 Counsel;

26 (b) Experts (as that term is defined in this Order) with respect to whom
27 disclosure is reasonably necessary for this litigation and who have signed the
28 Acknowledgement;

1 (c) the Court and its personnel;

2 (d) court reporters, their staffs, and Professional Vendors to whom disclosure
3 is reasonably necessary for this litigation and who have signed the
4 Acknowledgement;

5 (e) for documents designated as “Protected Material” all authors, addressees
6 and clearly intended recipients of the document; and

7 (f) any other persons to whom the Designating Party agrees in writing or on
8 the record, and any other person to whom the Court compels access to the HIGHLY
9 CONFIDENTIAL Information.

10 7.4 Retention of Exhibit A. Outside Counsel for the Party that obtains any
11 signed Acknowledgments, as required above, shall retain them for six (6) months
12 following the final termination of this action, including any appeals, and shall make
13 them available to other Parties upon good cause shown.

14 7.5 Retention of Protected Material. Persons who have been shown Protected
15 Material pursuant to Paragraphs 7.2(a), (f), or (g), or Paragraph 7.3(e) shall not
16 retain copies of such Protected Material.

17 7.6 Prosecution Bar. Absent written consent from all parties, any individual
18 (including individual Outside Counsel, but not a firm, who represents a party to this
19 action) who obtains, receives, has access to, or otherwise learns, in whole or in part,
20 technical information of an opposing party designated “HIGHLY
21 CONFIDENTIAL” under this Stipulated Protective Order shall not prepare,
22 prosecute, supervise the prosecution of, consult concerning, or assist in the
23 prosecution of any patent or patent application which is directed in whole or in part
24 to any devices or any methods of manufacturing any devices that are used for
25 cutting obdurate materials under demanding environmental conditions and that are
26 or are to be manufactured using hot isostatic pressing, cold isostatic pressing,
27 sintering and/or diffusion bonding including without limitation (i) any patent
28 application directed to any of the alleged trade secrets being asserted in this action,

(ii) any patent or patent application claiming priority to any application directed to any of the trade secrets asserted in this action, and (iii) any application related to any of the alleged trade secrets being asserted in this action, before any foreign or domestic agency, including the United States Patent and Trademark Office. For purposes of this paragraph, "prosecution" includes, but is not limited to, directly or indirectly drafting, amending, advising, or otherwise affecting the scope or maintenance of patent claims. This Prosecution Bar shall begin when the affected individual first has access to or learns "HIGHLY CONFIDENTIAL" information of an adversary (or, in the case of Outside Counsel, a client's adversary) and shall end (i) two (2) years after the affected individual first has access or learns the "HIGHLY CONFIDENTIAL" information, or (ii) one (1) year after final termination of this action, whichever is longer. Notwithstanding the above, nothing in this paragraph shall prevent an individual who receives access to "HIGHLY CONFIDENTIAL" information from participating in the prosecution of or defense to a patent reexamination.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Receiving Party is served with a discovery request, subpoena or an order issued in other litigation or by a governmental agency that would compel disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" the Receiving Party must, unless prohibited by law, so notify the Designating Party, in writing (by fax, if possible) immediately and in no event more than three (3) court days after receiving the subpoena or order. Such notification must include a copy of the subpoena, or court order or governmental agency order.

The Receiving Party also must immediately inform in writing the party who caused the discovery request, subpoena or order to issue in the other litigation that some or all the material covered by the subpoena or order is the subject of this

1 Protective Order. In addition, the Receiving Party must deliver a copy of this
2 Stipulated Protective Order promptly to the party in the other action that caused the
3 subpoena or order to issue.

4 The purpose of imposing these duties is to alert the interested parties to the
5 existence of this Protective Order and to afford the Designating Party an
6 opportunity to try to protect its confidentiality interests in the court or before the
7 governmental agency which issued the subpoena or order. The Designating Party
8 shall bear the burden and expense of seeking to protect its confidential material.
9 Nothing in these provisions should be construed as authorizing or encouraging a
10 Receiving Party in this action to disobey a lawful subpoena issued in another action
11 or a lawful order or directive from another court or any governmental agency.

12 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
16 writing the Designating Party of the unauthorized disclosures, (b) use its best
17 efforts to retrieve all copies of the Protected Material, (c) inform the person or
18 persons to whom unauthorized disclosures were made of all the terms of this Order,
19 and (d) request such person or persons to execute the Acknowledgement.

20 **10. FILING PROTECTED MATERIAL.**

21 In accordance with Local Rule 79-5.1, if any papers to be filed with the Court
22 contain information and/or documents that have been designated as
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," the proposed filing shall be
24 accompanied by an application to file the papers or the portion thereof containing
25 the designated information or documents (if such portion is segregable) under seal.
26 The application shall be directed to the judge to whom the papers are directed and it
27 shall set forth facts sufficient to establish "good cause" for filing the designated
28 information or documents under seal pursuant to Fed. R. Civ. Proc. 26(c).

1 For motions, the parties shall publicly file a redacted version of the motion
2 and supporting papers. In the event an application to file any document under seal
3 relates to a dispositive motion, the application shall set forth facts sufficient to show
4 that "compelling reasons" support a filing under seal. *See Kamakana v. City and*
5 *County of Honolulu*, 447 F.3d 1172, 1178-81 (9th Cir. 2006); *Foltz v. State Farm*
6 *Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1136 (9th Cir. 2003).

7 **11. FINAL DISPOSITION.**

8 Unless otherwise ordered or agreed in writing by the Producing Party, within
9 ninety (90) days after the final termination of this action, including any appeals,
10 each Receiving Party shall, at its option, destroy all Protected Material or return it
11 to the Producing Party. As used in this subdivision, "Protected Material" includes
12 all copies, abstracts, compilations, summaries or any other form of reproducing or
13 capturing any Protected Material. Thereafter, the Receiving Party shall submit a
14 written certification to the Producing Party (and, if not the same person or entity, to
15 the Designating Party) by the 30-day deadline stating that all Protected Material
16 was returned or destroyed, as the case may be. Notwithstanding this provision,
17 Counsel are entitled to retain an archival copy of all pleadings, motion papers,
18 transcripts, legal memoranda, correspondence or attorney work product, even if
19 such materials contain Protected Material. Any such archival copies that contain or
20 constitute Protected Material remain subject to this Protective Order as set forth in
21 Section 4 (DURATION), above.

22 **12. INADVERTENTLY PRODUCED DOCUMENTS**

23 If a party at any time notifies any other Party that it inadvertently produced
24 documents, testimony, information, and/or things that are protected from disclosure
25 under the attorney-client privilege, work product doctrine, and/or any other
26 applicable privilege or immunity from disclosure, or the Receiving Party discovers
27 such inadvertent production, the inadvertent production shall not be deemed a
28 waiver of the applicable privilege or protection. The Receiving Party shall

1 immediately return all copies of such documents, testimony, information and/or
2 things to the inadvertently producing Party and shall not use such items for any
3 purpose until further order of the Court. In all events, such return must occur
4 within three (3) business days of receipt of notice or discovery of the inadvertent
5 production. The return of any discovery item to the inadvertently producing Party
6 shall not in any way preclude the Receiving Party from moving the Court for a
7 ruling that the document or thing was never privileged.

8 **13. ATTORNEY RENDERING ADVICE**

9 Nothing in this Protective Order will bar or otherwise restrict an attorney
10 from rendering advice to his or her client with respect to this matter or from relying
11 upon or generally referring to "CONFIDENTIAL" or "HIGHLY
12 CONFIDENTIAL" Disclosure or Discovery Material in rendering such advice;
13 provided however, that in rendering such advice or in otherwise communicating
14 with his or her client, the attorney shall not reveal or disclose the specific content
15 thereof if such disclosure is not otherwise permitted under this Protective Order.

16 **14. MISCELLANEOUS**

17 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 14.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in
22 this Stipulated Protective Order. Similarly, no Party waives any right to object on
23 any ground to use in evidence of any of the material covered by this Protective
24 Order.

25 IT IS SO ORDERED.

26 Dated: February 01, 2013



Robert N. Block
U.S. Magistrate Judge

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EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GERHARD B. BECKMANN d/b/a
BECKMANN ENGINEERING,

Plaintiff,

v.

SYNERTECH P/M, INC.,
KITTYHAWK, INC., CHARLES J.
BARRE, VICTOR SAMAROV,
IGOR TROITSKI, DMITRY
SELIVERSTOV, EVGENY
KHOMYAKOV and ROY
MORRELL,

Defendants.

Case No. SACV 11-01421-JGB-(RNBx)

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY
PROTECTIVE ORDER**

I, _____ [print or type full name],
of _____ [print or type full address],
declare under penalty of perjury that I have read in its entirety and understand the
Stipulated Protective Order that was issued by the United States District Court for
the Central District of California, Southern Division, in the case of *Gerhard
Beckmann d/b/s Beckmann Engineering v. Synertech P/M, Inc., KittyHawk, Inc,
Charles J. Barre, Victor Samarov, Dmitry Seliverstov, Evgeny Khomyakov and Roy
Morrell*, Case No. SACV 11-01421-JGB-(RNBx).

I agree to comply with and be bound by all the terms of this Stipulated
Protective Order, and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly

1 promise that I will not disclose in any manner any information or item that is
2 subject to this Stipulated Protective Order to any person or entity except in strict
3 compliance with the provisions of this Order.

4 I further agree to submit to the jurisdiction of the United States District Court
5 for the Central District of California for the purpose of enforcing the terms of this
6 Stipulated Protective Order, even if such enforcement proceedings occur after the
7 termination of this action.

8
9 Date: _____

10 City and State where sworn and signed: _____

11 Printed name: _____

12 Signature: _____
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PROOF OF SERVICE

I, Faith Kristiansen, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 100 Corson Street, Third Floor, Pasadena, California 91103. On February 1, 2013, I served a copy of the within document(s):

[REVISED PROPOSED] STIPULATED PROTECTIVE ORDER

1) Via the Court's ECF Filing System to the following parties:

| | |
|--|--|
| <p>Thomas W. Ferrell, Esq. HIGGS, FLETCHER & MACK, LLP 401 W. "A" STREET, SUITE 2600 San Diego, CA 92101-7913</p> <p>Tel: 619.236.1551 Fax: 619.696.1410 Email: tferrell@higgslaw.com</p> | <p>Attorneys for Plaintiff Gerhard B. Beckmann d/b/a/ Beckmann Engineering</p> |
| <p>Michael E. Attaya, Esq. CESARI AND MCKENNA, LLP 88 Black Falcon Avenue Boston, MA 02210</p> <p>Tel: 617.951.2500 Fax: 617.951.3927 Email: mattaya@c-m.com</p> | <p>Attorneys for Plaintiff Gerhard B. Beckmann d/b/a/ Beckmann Engineering</p> |
| <p>Frederic M. Douglas Attorney at Law 15333 Culver Drive, #340 Irvine, CA 92604-3051</p> <p>Tel: 949.293.0442 Fax: 949.203.8768</p> | <p>Attorneys for Synertech P/M, Inc.; Charles Barré; Dmitry Seliverstov, Evgeny Khomyakov; Roy Morrell; and Victor Samarov</p> |

| | |
|---|--|
| Email: fdouglas@cox.net | |
| Robert H. Dewberry The Dewberry Firm 20271 S.W. Birch Street, #100 Newport Beach, CA 92660 Tel: 949.955.2940 Fax: 949.203.8768 Robert.dewberry@dewlaw.net | Attorneys for Synertech P/M, Inc.; Charles Barré; Dmitry Seliverstov, Evgeny Khomyakov; Roy Morrell; and Victor Samarov |
| | |

2) by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

| | |
|---|------------|
| Igor Troitski 6971 Dancing Cloud Avenue Henderson, NV 89011 Tel: 702.558.5650 Email: igortroitski@sprintmail.com | In Pro Per |
|---|------------|

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 1, 2013 at Los Angeles, California.

/s/ Faith Kristiansen

Faith Kristiansen